

Tab 25

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October 1, 2004

**VIA E-MAIL**

Claire Laporte, Esq.  
Foley Hoag LLP  
155 Seaport Blvd.  
Boston, MA 02210-2600

Re: In re Columbia University Patent Litigation, MDL No. 1592

Dear Claire:

I am writing in response to your letter dated September 30, 2004, in which you inquire about the statement in our reply brief that Columbia "will not sue [plaintiffs] for infringement of the '275 patent—as to any product—at any time while the Patent Office is considering the reissue application and the reexamination petition." You have asked two questions on this subject. They are answered below in the same order in which they were posed in your letter.

1. This statement is a binding and irrevocable commitment on behalf of Columbia to refrain from instituting a legal action against any plaintiff for infringement of, or royalties under, the '275 patent as to any activities, whether or not within the scope of the Covenant Not to Sue, until after the issuance of a reissue patent or reexamination certificate.

2. This statement is not intended to modify the scope of the Covenant Not to Sue in any respect, including in the manner described in your second question.

Please let me know if you have any additional questions.

Very truly yours,



David I. Gindler